



Notice of Service of Process

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Primary Contact: Eric M Lopoten Esq.
Hajoca Corporation
2001 Joshua Rd.
Lafayette Hill, PA 19444

Entity:	Hajoca Corporation Entity ID Number 2880451
Entity Served:	Hajoca Corporation
Title of Action:	Jose Tinoco vs. Hajoca Corporation
Document(s) Type:	Summons/Complaint
Nature of Action:	Class Action
Court/Agency:	Los Angeles County Superior Court, California
Case/Reference No:	BC669091
Jurisdiction Served:	California
Date Served on CSC:	07/20/2017
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SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HAJOCA CORPORATION, A professional corporation, and DOES
1-50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

JOSE TINOCO, an individual, on behalf of himself and all others
similarly situated,

UNIFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 19 2017

Sherril R. Carter, Executive Officer/Clerk
By: Glorietta Robinson, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, California 90012

CASE NUMBER:
(Número del Caso):

BC 669091

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Nazo Koulloukian, Koul Law Firm, 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010; (213) 761-5484

DATE:
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

Glorietta Robinson

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[REAL]

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify):

under:

☒ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):

- ☒ by personal delivery on (date):

7/20/17

SUMMONS

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 19 2017

Shawn R. Carter, Executive Officer/Clerk
By: Mariella Robinson, Deputy

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Attorneys for Plaintiffs,
JOSE TINOCO and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BC 669091

JOSE TINOCO, an individual, on behalf of
himself and all others similarly situated,

Plaintiffs,

vs.

HAJOCA CORPORATION, A
professional corporation, and DOES 1-50,
inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT
FOR:**

1. FAILURE TO PAY OVERTIME-
MISCALCULATION OF RATE
2. FAILURE TO PAY OVERTIME-
ROUNDING
3. FAILURE TO TIMELY PAY
WAGES UPON TERMINATION
4. FAILURE TO PROVIDE MEAL
PERIODS
5. FAILURE TO PROVIDE REST
PERIODS
6. FAILURE TO FURNISH AND
MAINTAIN ACCURATE
PAYROLL RECORDS
7. UNLAWFUL BUSINESS
PRACTICES - BUS. & PROF.
CODE §17200

JURY TRIAL DEMANDED

Plaintiff JOSE TINOCO, individually, and on behalf of all others similarly
situated ("Plaintiff"), alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this wage and hour class action Complaint on behalf of himself, and all others similarly situated within California (collectively "Plaintiffs") against HAJOCA CORPORATION, and the other Defendants DOES 1-50, inclusive, (hereafter collectively "Defendants"). In this Complaint, Plaintiffs allege that Defendants failed to comply with California labor laws governing: (1) the inclusion of bonus pay in overtime rate calculations, resulting in unpaid overtime wages and failure to pay all wages due on termination; (2) failing to pay wages, including overtime, due to timecard rounding practices, also resulting in failure to pay all wages due on termination; (3) failing to provide timely meal breaks, and (4) failing to provide rest breaks. Plaintiff further alleges that Defendants failed to provide accurate payroll records, are liable for waiting time penalties, and engaged in unfair competition. Accordingly, Plaintiff now brings this class and representative action to recover unpaid wages and related relief on behalf of themselves, all others similarly situated. Plaintiff has also provided notice of his claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency ("LWDA") and has requested that the agency investigate his claims. Should the agency decline to investigate, Plaintiff will seek leave to amend the complaint to include claims for civil penalties under the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*

2. This is a class action, under Code of Civil Procedure §382, seeking unpaid wages, including overtime, penalties, injunctive relief, and restitution of all benefits Defendants have enjoyed from their failure to pay all wages owed and other violations of the California Labor code under Business and Professions Code §17200 *et seq.* Plaintiff seeks these damages and penalties on behalf of himself and all other persons who are or have been employed by Defendants from four years prior to the filing of this complaint to the present.

3. The "Class Period" is designated as the time four years prior to the filing of

1 this Complaint through the trial date based upon the allegation that the violations of
2 California's wage and hour laws and Unfair Competition Law, as described more fully
3 below, have been ongoing since at least four years prior to the date of this Complaint.

4 4. During the Class Period, Defendants had an unlawful policy and/or practice of:
5 (1) failing to include bonus pay in overtime rate calculations; (2) rounding employee
6 punch times in a manner that systematically favored the employer; (3) failure to pay all
7 final wages to employees on a timely basis; (4) failure to provide uninterrupted, 30-
8 minute minimum meal periods; (5) failure to provide rest periods; (6) failing to provide
9 accurate payroll records; and (6) engaging in unlawful business practices for unfair
10 competition.

11 5. Defendants have treated all persons employed in California in such a way as to
12 violate California's laws governing prompt payment of wages owed. Plaintiffs assert that
13 Defendants have knowingly and with conscious disregard of the law refused to pay the
14 Class Members all wages, including overtime wages, for work performed and due. Class
15 Members are owed their back pay, plus interest and/or premiums and penalties under
16 Business and Professions Code §17203 to compensate Class Members for the delay in
17 receiving wages due.

18 6. Defendants, by and through their actions, have engaged in unfair competition,
19 requiring restitution to persons affected and disgorgement of profits so obtained.

20 THE PARTIES

21
22 7. Plaintiff JOSE TINOCO is a resident of the State of California and lives in
23 Vista, California. Plaintiff was employed as an hourly, nonexempt employee as a driver
24 for defendant HAJOCA CORPORATION. Plaintiff was employed by Defendants for
25 approximately seven (7) years until January 16, 2017, when he was fired for failing to
26 pass his physical exam -Plaintiff is diabetic. Plaintiff earned \$15/hour at the time of
27 termination.
28

1 8. Defendant HAJOCA CORPORATION is a corporation doing business in
2 California with the capacity to sue and to be sued, and doing business, in the county of
3 Los Angeles, State of California.

4 9. Plaintiff is unaware of the true names, capacities, relationships, and extent of
5 participation in the conduct alleged herein, of the Defendants sued as DOES 1 through
6 100, but is informed and believes and thereon alleges that said Defendants are legally
7 responsible for the wrongful conduct alleged herein and therefore sues these Defendants
8 by such fictitious names, Plaintiff will amend this complaint when their true names and
9 capabilities are ascertained.

10 10. Plaintiff is informed and believes and thereon alleges that each Defendant,
11 directly or indirectly, or through agents or other persons, employed Plaintiff and other
12 members of the class, and exercised control over their wages, hours, and working
13 conditions. Plaintiff is informed and believes and thereon alleges that each Defendant
14 acted in all respects pertinent to this action as the agent of the other Defendants, carried
15 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
16 each Defendant is legally attributable to the other Defendants.

17 JURISDICTION AND VENUE

18 11. Venue is proper in this judicial district because Defendants conduct business in
19 this county and Defendant has legal obligations to many of the class members in this case
20 that arose in this county. Defendant operates numerous offices within this County.

21 12. The monetary damages, restitution and statutory penalties sought by Plaintiff
22 exceed the minimal jurisdictional limits of the Superior Court and will be established
23 according to proof at trial. Based on information, investigation and analysis, Plaintiff
24 alleges that the amount in controversy, including claims for monetary damages, penalties
25 and attorney's fees is more than twenty-five thousand dollars (\$25,000).

26 13. The California Superior Court has jurisdiction in this matter because Plaintiffs
27 are residents of California and Defendants are incorporated in and/or qualified to do
28

business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

GENERAL ALLEGATIONS

14. During the Class Period, Defendants committed various violations of the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail. Defendant enforces multiple policies that violate state law with the intent to increase its own profits to the detriment of its employees.

15. Plaintiff and the putative class are employees of Defendants within the State of California. Defendants have numerous locations throughout California, identified by various trade names. (A list of locations is available at <https://www.hajoca.com/locations/>.) Plaintiff worked for Defendants at the Keenan Supply- San Diego location, located at 8960 Carroll Way, San Diego, CA 92121.

16. Plaintiff claims that Defendants failed to comply with California labor laws governing the inclusion of nondiscretionary bonus pay in overtime rate calculations. Defendants pay a nondiscretionary "profit sharing" bonus each year but fail to retroactively increase the employee's "regular rate" of pay for purposes of calculating overtime.

17. Plaintiff further claims that Defendants utilized a time rounding system that regularly shaved time from Plaintiff's timecard. Plaintiff is informed and believes, and based thereon alleges, that all other hourly, non-exempt employees of Defendants were subject to the same unlawful rounding/time-shaving practices which has not been fair or neutral, and has systematically under-compensated Plaintiff and other employees in the Class. That is, over time, Defendants' time rounding policy and practice consistently favored Defendants and undercompensated Plaintiff and the Class.

18. Defendants' failure to properly calculate overtime wages and pay for all hours worked resulted in a failure to pay all wages due, including overtime, in a timely manner upon termination.

19. Defendant prohibited its employees from taking timely and uninterrupted 30-minute minimum meal breaks and required rest breaks during work hours. Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Of the time records produced by employer at this early stage, 91% of the required meal breaks taken after the fifth (5th) hour were late. Additionally, records show instances of interrupted meal periods, missed meal periods, and missed second meal periods for shifts greater than 10 hours.

20. Regarding rest breaks, Defendant failed to maintain a policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff and his fellow employees regularly worked in excess of four hours, or a major fraction thereof, during work days without being provided at least a ten minute rest period in which he was relieved of all duties, as required by Cal. Lab. Code §226.7, §512 and Wage Order 1-2001. In fact, Plaintiff never received his rest breaks. Defendants failed to pay Plaintiff and similarly situated employees the premium compensation (one hour of pay at the employee’s regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods.

21. Defendants also failed to furnish accurate wage statements to Plaintiffs and the Class. Finally, Defendant engaged in unfair competition.

CLASS-ACTION ALLEGATIONS

22. Plaintiff brings this action on behalf of himself, and all other persons similarly situated, to recover from Defendants unpaid overtime pursuant to the Industrial Wage Order 1, for failure for payment of overtime wages owed, for failure to provide meal and

1 rest breaks, for inaccurate wage statements, for waiting time penalties, and for claims
2 under Business and Professions Code § 17200.

3 23. This action has been brought and may properly be maintained as a class action
4 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
5 ascertainable and there is a well-defined community of interest. Plaintiffs are among in
6 excess of 200 employees with like job titles, duties, and hourly wages, who have been
7 similarly injured by Defendants' uniform, unlawful conduct.

8 24. The "Relevant Time Period" or proposed "Class Period" as defined herein
9 commences four years prior to the date of filing this Complaint.

10 25. The Plaintiff Class: "All current and former hourly, non-exempt employees of
11 Defendant in California, at any time from four years prior to the initiation of this action
12 until the date of certification."

13 26. The proposed Subclasses are defined as follows:

- 14 a. Subclass One: ("Bonus Overtime Subclass"): All members of the
15 Plaintiff Class who, during the Class Period received profit-sharing
16 bonuses.
- 17 b. Subclass Two: ("Rounding Subclass"): All members of the Plaintiff
18 Class who, during the Class Period were subject to Defendants policy of
19 rounding clock-in and clock-out times.
- 20 c. Subclass Three: ("Waiting Time Subclass"): All members of the
21 Plaintiff Class who, during the Class Period, separated from
22 employment with Defendants, whether voluntarily or involuntarily, and
23 who did not receive their full final pay, including overtime, within the
24 time limits required by Labor Code §203.
- 25 d. Subclass Four: ("Meal Period Subclass"): All members of the Plaintiff
26 Class who, during the Class Period, were not provided an timely,
27 uninterrupted meal period of not less than 30-minutes when employed
28 for a work period of more than five hours per day.

- e. Subclass Five: ("Rest Period Subclass"): All members of the Plaintiff Class who, during the Class Period, were not authorized or permitted by Defendant's policies and practices to take paid 10-minute rest period for every four hours worked or every major fraction thereof.
- f. Subclass Six: ("Wage Statement Subclass"): All members of the Plaintiff class who were provided wage statements from Defendants within the Class Period that did not accurately reflect the number of hours worked and amount of overtime compensation earned.
- g. Subclass Seven: ("The UCL Subclass"): All members of the Plaintiff Class who, as a result of Defendants uniform and systematic policies, are owed restitution.

27. Numerosity: Plaintiffs allege on information and belief that the Class Members exceed one hundred and therefore are so numerous as to make it impracticable to bring them all before this Court.

28. Means of Identifying the Class: Plaintiffs allege on information and belief that the Class Members can be readily be identified through a review of Defendants' payroll records and the records of the company that handles payroll for Defendants. Payroll is processed centrally and "Hajoca Corporation" is listed on all employee paystubs.

29. Common Questions Predominate the Class: The rights which are the subject of this action are common to all of the Class Members. There are questions of law and fact presented herein which are common to the Class Members represented by Plaintiff and predominate over any questions that affect only individual members of the class. The common questions of law and fact include, but are not limited to, the following:

- i. Whether Defendants violated wage and hour laws in establishing a corporate policy and practice of failing to retroactively increase employees' "regular rate" of pay for purposes of calculating overtime wages owed;

- 1 ii. Whether Defendants violated wage and hour laws in establishing a
- 2 corporate policy and practice of rounding actual clock in and out times for
- 3 purposes of calculating wages and overtime;
- 4 iii. Whether Defendants violated wage and hour laws in failing to pay all
- 5 wages, including overtime wages owed, upon termination;
- 6 iv. Whether Defendants violated wage and hour laws by failing to provide
- 7 timely, uninterrupted meal periods of not less than 30 minutes;
- 8 v. Whether Defendants violated wage and hour laws in failing to make rest
- 9 periods available;
- 10 vi. Whether Defendants failure to pay the Class Members all wages owed,
- 11 including overtime, violated Business & Professions Code § 17200;
- 12 vii. Whether Defendants failure to provide the Class Members meal and rest
- 13 periods violated Business & Professions Code § 17200;
- 14 viii. Whether Defendants failed to provide accurate wage statements to
- 15 Plaintiffs and the Class as a consequence, among other things, of the
- 16 above-mentioned failure to retroactively include nondiscretionary bonuses
- 17 into employee overtime wages;
- 18 ix. Whether Defendants failed to provide accurate wage statements to
- 19 Plaintiffs and the Class as a consequence, among other things, of the
- 20 above-mentioned time "rounding;"
- 21 x. Whether Defendants failed to pay final wages, including overtime, to
- 22 terminated or quitting employees in the Class on a timely basis;
- 23 xi. What is the appropriateness and nature of relief to each Plaintiff Class and
- 24 Subclass member;
- 25 xii. Whether Defendants' actions violated Business & Professions Code §
- 26 17200;
- 27 xiii. Whether the Class Members are entitled to various penalties from
- 28 Defendants including, but not limited to, waiting-time penalties under
- Labor Code §§ 201, 202, 203, and 226;

xiv. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;

xv. What is the extent of liability of each Defendant, including DOE defendants, to each Plaintiff Class and Subclass member?

30. Typicality: As alleged above, Plaintiff's claims are typical of the claims of all the Class Members and other members of the Class were subject to the same policies and practices.

31. Adequacy: Plaintiff is an adequate representative of the class in that he claims are typical of the Class Members and he has no interest antagonistic to or in conflict with the interests of the Class Members. Plaintiff is qualified to, and will, fairly and adequately protect the interests of the Class Members. Plaintiff is represented by attorneys who have substantial class action experience in wage-and-hour and class action law.

32. Superiority: Class action adjudication is superior to other available methods because class action will achieve economies of time, effort, and expense as compared to separate lawsuits, and avoid inconsistent outcomes, because the same issues can be adjudicated in the same manner for the entire class. Furthermore, as the damages suffered by each individual member of the class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Plaintiffs are currently unaware of any pending litigation commenced by any of the Class Members involving the same issues in this complaint. Further, it is desirable to concentrate the litigation of such claims in this forum, and there are no difficulties likely to be encountered in the management of the class action.

33. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendants' corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and

1 proposed class counsel will employ competent experts and consultants in the field to
 2 determine and review evidence for both issues of liability and damages in a scientifically
 3 reliable manner.

4 34. Plaintiffs request, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California
 5 Rules of Court, that the absent Class Members be notified by the best notice practicable
 6 under the circumstances, including individual notice to all members who can be
 7 identified through reasonable effort.

8 **FIRST CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Wages: Failure to Pay Overtime -**
 10 **Failure to Include Nondiscretionary Bonus in Employee Regular Rate of Pay)**

11 35. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

12 36. Defendants' conduct described in this complaint violates the provisions of
 13 Labor Code §§ 218, 510 and the applicable IWC Wage Order.

14 37. During the Class Period, Labor Code Section 510 applied to Defendants'
 15 employment of Plaintiff and the Bonus Overtime Subclass (also referred to within this
 16 cause of action collectively as "Class"). At all times relevant hereto, Labor Code Section
 17 510 and the applicable IWC order provided that it was unlawful to employ persons such
 18 as members of the Class without compensating them at a rate of pay either one and one-
 19 half (1½) or two (2) times that person's regular rate of pay, depending on the number of
 20 hours worked by the person on a daily or weekly basis. Specifically, the applicable IWC
 21 order provided that Defendants were required to pay Plaintiff and the rest of the Class at
 22 the rate of one and one-half (1½) times the Class member's regular rate of pay if the
 23 Class member worked more than eight (8) hours in a day or more than forty (40) hours in
 24 a work week. Furthermore, Defendants were required to pay Plaintiff and the rest of the
 25 Class at the rate of two (2) times the Class member's regular rate of pay if the Class
 26 member worked more than twelve (12) hours a day.

27 38. Employer pays annual bonuses to its hourly, non-exempt employees in March
 28 of each year. It calls these bonuses "profit sharing" on the paystub. Nondiscretionary

bonuses, such as the profit sharing bonus at issue, retroactively increase the employee's "regular rate" of pay for purposes of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus that is partly due to work performed in that week, this additional pay must be added into the total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.)

39. Employer has failed to properly calculate and pay overtime compensation. Employer has excluded nondiscretionary bonuses from the "regular rate" of pay. Plaintiff and other employees have been denied "the unpaid balance of the full amount of this... overtime compensation" as required by Cal. Labor Code. §1194, and Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

40. Therefore, the Class Members are entitled to recover from Defendants unpaid overtime, plus interest thereon.

41. Additionally, Employer has violated Cal. Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at sections (3)(A)(1) for failure to pay overtime. Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.* Plaintiffs further request an award of attorneys' fees pursuant to Labor Code §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

42. Plaintiffs allege on information and belief that Defendants' failure to pay the Class Members overtime, as alleged in this cause of action, was willful, and thus entitles the Class Members to penalties under Labor Code § 203. Specifically, Labor Code § 203 provides that an employee's wages shall continue as a penalty until paid or for a period of up to 30 days from the time they were due, whichever period is shorter.

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SECOND CAUSE OF ACTION

(Against Defendants for Failure to Pay Wages and Overtime due to Timecard Rounding)

43. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

44. Defendants' conduct described in this complaint violates the provisions of Labor Code §§ 218, 510, 1194 and the applicable IWC Wage Orders at (3)(A)(1).

45. During the Class Period, California Labor Laws require employers to pay for all hours worked. Further, Labor Code Section 510 applied to Defendants' employment of Plaintiff and the Rounding Subclass (also referred to within this cause of action collectively as "Class"). At all times relevant hereto, Labor Code Section 510 and the applicable IWC order provided that it was unlawful to employ persons such as members of the Class without compensating them at a rate of pay either one and one-half (1½) or two (2) times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, the applicable IWC order provided that Defendants were required to pay Plaintiff and the rest of the Class at the rate of one and one-half (1½) times the Class member's regular rate of pay if the Class member worked more than eight (8) hours in a day or more than forty (40) hours in a work week. Furthermore, Defendants were required to pay Plaintiff and the rest of the Class at the rate of two (2) times the Class member's regular rate of pay if the Class member worked more than twelve (12) hours a day.

46. Plaintiff is informed and believes and, based thereon, alleges that, during the Class period, Defendants failed to pay Plaintiff and the Rounding Subclass all of the wages, including overtime wages, that they were due. Specifically, and without limitation, Plaintiff is informed and believes and, based thereon, alleges that Defendant improperly "rounded" the work hours or time recorded for Plaintiff and the other Class Members. The time rounding methods utilized by Defendants resulted in underpayment of wages and overtime wages worked for Plaintiff and the rest of the Rounding Subclass. The rounding policy consistently favored Defendants and resulted in uncompensated hours worked for Plaintiff and Class Members. Accordingly, Plaintiff and the Rounding

1 Subclass are entitled to recover from Defendants all damages, penalties and other
2 remedies available.

3 47. Class Members are entitled to recover from Defendants unpaid overtime, plus
4 interest thereon.

5 48. Plaintiffs allege on information and belief that Defendants' failure to pay the
6 Class Members overtime, as alleged in this cause of action, was willful, and thus entitles
7 the Class Members to penalties under Labor Code § 203. Specifically, Labor Code § 203
8 provides that an employee's wages shall continue as a penalty until paid or for a period of
9 up to 30 days from the time they were due, whichever period is shorter.

10 49. In addition, and pursuant to Labor Code § 558, Plaintiffs request that this
11 Court award civil penalties as set forth in § 558 for each pay period during which
12 Defendants failed to pay the Class Members as alleged above.

13 50. Plaintiffs further request an award of attorneys' fees pursuant to Labor Code
14 §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

15 **THIRD CAUSE OF ACTION**

16 **(Against Defendants for Failure to Pay Wages: Failure to Pay Final Wages on a** 17 **Timely Basis)**

18 51. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

19 52. During the Class period, Labor Code Sections 201 and 202 applied to
20 Defendants' employment of Plaintiff and the rest of the Waiting Time Subclass (also
21 referred to within this cause of action collectively as "Class"). At all times relevant
22 hereto, Labor Code Section 201 provided that, if an employer such as Defendants
23 discharged an employee such as a member of the Class, the wages earned and unpaid at
24 the time of discharge were due and payable immediately. Furthermore, Labor Code
25 Sections 202 provided that, if an employee such as a member of the Class voluntarily left
26 his or he employment, the wages earned and unpaid must be paid by the employer within
27 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours
28

1 previous notice of his or he intention to leave, in which case the employee is entitled to
2 receive his or he wages immediately at the time of quitting.

3 53. Plaintiff is informed and believes and, based thereon, alleges that, during the
4 Class period, Defendants willfully failed to pay former employees in the Class their
5 earned and unpaid wages, either at the time of their discharge or within seventy-two (72)
6 hours of their quitting. Furthermore, Defendants failed to pay Plaintiffs, on a timely
7 basis, all of the wages due them at the time of termination or quitting, including overtime
8 wages. Defendants therefore violated Labor Code Section 201 and 202.

9 54. As alleged above, by failing to comply with California labor laws governing
10 the addition of nondiscretionary bonuses in the calculation of overtime pay, and rounding
11 employee punch times resulting in failure to pay for all hours worked by Plaintiffs and
12 the Waiting Time Subclass, Defendants underpaid the actual amount of regular hours and
13 overtime hours worked by Plaintiffs and the rest of the Waiting Time Subclass. These
14 unpaid amounts were still owing to former employees in the Class when they ended their
15 employment with Defendants. Consequently, Defendants failed to timely pay all wages
16 due former employees in the Class at the time that their employment ended.

17 55. During the Class Period, Labor Code Section 203 provided that, if employers
18 such as Defendants willfully fail to pay any wages of an employee who is discharged or
19 who quits, the wages of the employee shall continue as a penalty from the due date
20 thereof at the same rate until paid or until an action therefore is commenced, but the
21 wages shall not continue for more than thirty (30) days. Accordingly, Class Members
22 who were discharged or who quit during the Class Period are entitled to receive their
23 wages for each day they were not paid, at their regular rate of pay, up to a maximum of
24 thirty (30) days.

25 56. Plaintiff will seek both restitution pursuant to Labor Code §558(a)(3) for
26 himself and members of the proposed Waiting Time Subclass for each violation of Labor
27 Code §203 during the Class Period, in an amount according to proof based on
28 Defendants' corporate and payroll records.

FOURTH CAUSE OF ACTION

(Against Defendants for Failure to Pay Wages: Failure to Provide Meal Periods)

57. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein..

58. Labor Code §512 (a) states: "An employer may not employ and employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

59. IWC Wage Order states, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an on-duty meal period and counted as time worked..." The Wage Order further provides, "[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

60. Based on both Labor Code §512(a) and the IWC Wage Order 1-2001, Defendants' meal policy and practice is non-compliant because employees breaks frequently began late, after the start of the employee's sixth hour. Additionally, records show instances of interrupted meal periods, missed meal periods, and missed second meal periods for shifts greater than 10 hours.

61. Plaintiffs allege on information and belief that Defendants' failure to pay the Meal Period Subclass Members the unpaid balance of these meal period wages upon the termination of their employment, as alleged in this cause of action, was willful, and thus entitles the Class Members to penalties under Labor Code § 203. Specifically, Labor Code § 203 provides that an employee's wages shall continue as a penalty until paid or for a period of up to 30 days from the time they were due, whichever period is shorter.

62. Plaintiff will seek restitution pursuant to Labor Code §558(a)(3) for himself and the proposed members of the Meal Period Subclass for each violation of Labor Code §226.7. Further, as a derivative claim of failing to pay the premium pay of one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided, Plaintiff will seek statutory penalties under Labor Code §226(a)(1) because the failure to pay such premium wages rendered the gross pay calculations inaccurate in violation of Labor Code §226(e)(2)(B)(i). Plaintiffs further seek reasonable costs of suit and reasonable attorney's fees as provided by the Labor Code and Code of Civil Procedure §1021.5, or other applicable law.

FIFTH CAUSE OF ACTION

(Against Defendants for Failure To Pay Wages: Denial of Rest Periods)

63. Plaintiffs incorporate all preceding paragraphs as if set forth in full herein.

64. California Labor Code § 226.7 provides that it is unlawful to require any employee to work during rest period mandated by an applicable order of the IWC.

65. Plaintiffs allege on information and belief that during the Class Period, as alleged above, the Rest Period Subclass (also referred to within this cause of action collectively as "Class") members regularly worked through their rest periods and were not provided required breaks. Defendants failed to pay the Class Members for these hours worked. As a result of the aforementioned conduct, the Class Members have been damaged according to proof at trial.

66. Defendants' failure to pay these wages entitle the Class Members to additional wages, pursuant to § 226.7, which provides that if an employer fails to provide an employee a rest period in accordance with an applicable order of the IWC, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

67. Plaintiffs allege on information and belief that Defendants' failure to pay the Class Members the unpaid balance of these rest period wages upon the termination of their employment, as alleged in this cause of action, was willful, and thus entitles the

1 Class Members to penalties under Labor Code § 203. Specifically, Labor Code § 203
 2 provides that an employee's wages shall continue as a penalty until paid or for a period of
 up to 30 days from the time they were due, whichever period is shorter.

4 68. Plaintiff will seek restitution pursuant to Labor Code §558(a)(3) for himself
 5 and the proposed members of the "Rest Period Subclass" for each violation of Labor
 6 Code §226.7. Further, as a derivative claim of failing to pay the premium pay of one (1)
 7 hour of pay at the employee's regular rate of compensation for each workday that the
 8 meal period is not provided, Plaintiff will seek statutory penalties under Labor Code
 9 §226(a)(1) because the failure to pay such premium wages rendered he gross pay
 10 calculations inaccurate in violation of Labor Code §226(e)(2)(B)(i). Plaintiffs further
 11 seek prejudgment interest, reasonable costs of suit and reasonable attorney's fees as
 12 provided by the Labor Code and Code of Civil Procedure §1021.5, or other applicable
 13 law.

14 SIXTH CAUSE OF ACTION

15 (Against Defendants for Failure to Furnish and Maintain Accurate Payroll Records)

16 69. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

17 70. California Labor Code § 226(a) provides that "[e]very employer shall,
 18 semimonthly or at the time of each payment of wages, furnish each of his or he
 19 employees...an accurate itemized statement in writing showing (1) gross wages earned,
 20 (2) total hours worked..., (3) the number of piece-rate units earned and any applicable
 21 piece rate if the employee is paid on a piece-rate basis, (4) all deductions ... , (5) net
 22 wages earned, (6) the inclusive dates of period for which the employee is paid, (7) the
 23 name of the employee and his or he social security number..., (8) the name and address of
 24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
 25 pay period and the corresponding number of hours worked at each hourly rate by the
 26 employee."

27 71. Labor Code § 226(a) further provides that "[t]he deductions made from
 28 payments of wages shall be recorded in ink or other indelible form, properly dated,

1 showing the month, day, and year, and a copy of the statement or a record of the
2 deductions shall be kept on file by the employer for at least three years at the place of
3 employment or at a central location within the State of California.”

4 72. Labor Code § 226(e) provides that “[a]n employee suffering injury as a result
5 of a knowing and intentional failure by an employer to comply with subdivision (a) is
6 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
7 pay period in which a violation occurs and one hundred dollars (\$100) per employee for
8 each violation in a subsequent pay period, not exceeding an aggregate penalty of four
9 thousand dollars (\$4000), and is entitled to an award of costs and reasonable attorney’s
10 fees.”

11 73. Labor Code § 1174 provides that “[e]very employer employing labor in this
12 state shall ... (c) [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors [and] (d) [k]eep at a central location in the state or at
14 the plants or establishments at which employees are employed, payroll records showing
15 the hours worked daily by and the wages paid to, and the number of piece-rate units
16 earned by and any applicable piece rate paid to, employees employed at the respective
17 plants or establishments. These records shall be kept in accordance with rules established
18 for this purpose by the commission, but in any case shall be kept on file for not less than
19 two years.”

20 74. Labor Code § 1174.5 provides that “[a]ny person employing labor who
21 wilfully fails to maintain the records required by subdivision (c) of Section 1174 or
22 accurate and complete records maintained by subdivision (d) of Section 1174, or to allow
23 any member of the commission or employees of the division to inspect records pursuant
24 to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred
25 dollars (\$500).”

26 75. Plaintiffs allege on information and belief that Defendants knowingly and
27 intentionally failed to furnish the Class Members and “Wage Statement Subclass” (also
28 referred to within this cause of action collectively as “Class”) with accurate itemized
statements for each pay period that they worked and failed to maintain accurate payroll

1 records of the Class Members as mandated by Labor Code §§ 226 and 1174. Inaccuracies
 2 in the wage statements and payroll records were caused, among other reasons, by
 3 Defendants' unlawful overtime rate calculation and timekeeping practices that resulted in
 4 underpaying and underreporting for all hours worked. Plaintiffs allege on information and
 5 belief that as a result of Defendants' conduct, the Class Members sustained damages. As
 6 such, the Class Members are entitled to civil penalties and an award of costs and
 7 attorney's fees under § 226(e). In addition, the Class Members are entitled to recover civil
 8 penalties under § 1174.5.

9 SEVENTH CAUSE OF ACTION

10 **(Against all Defendants for Unlawful Business Practices Under Business &** 11 **Professions Code § 17200)**

12 76. Plaintiffs incorporates all preceding paragraphs as if set forth in full herein.

13 77. Defendants unlawful overtime rate calculation resulted in the underpayment of
 14 overtime wages, and Defendants' unlawful timekeeping practices resulted in unpaid
 15 wages and overtime. These wrongs, in addition to Defendants' failure to provide required
 16 meal and rest breaks, constitute unlawful, unfair or fraudulent business acts and/or
 17 practices within the meaning of Business and Professions Code § 17200 *et seq.*, including
 18 but not limited to violations of the applicable State of California Industrial Welfare
 19 Commission Wage Orders, regulations and statutes, or are practices which are otherwise
 20 unfair, deceptive and unlawful.

21 78. Pursuant to Business & Professions Code § 17203, the members of the UCL
 22 Subclass are entitled to restitution of premium wages and other pay owed, where such
 23 wages were due during the Class Period, according to proof.

24 79. In addition, unless the Court imposes an injunction against Defendants
 25 requiring Defendants to properly calculate and pay full overtime wages in the future, the
 26 UCL Subclass (also referred to within this cause of action collectively as "Class")
 27 members will suffer immediate and irreparable harm and will have no adequate remedy
 28 at law. Accordingly, the Class Members request that this Court enter a preliminary and

1 permanent injunction requiring Defendants to cease and desist from their unlawful
2 business practices and pay compensation as required by California law.

3 80. This cause of action is brought as a cumulative remedy as provided in
4 Business and Professions Code §17205, and is intended as an alternative remedy for
5 restitution for Plaintiff and members of the relevant subclasses for any portion of time
6 commencing within three (3) years before filing this complaint, and as the primary
7 remedy for Plaintiff, and the relevant subclasses, for any portion of time during the *fourth*
8 *year* before filing this Complaint, as this period of time exceeds the general statute of
9 limitations on statutory wage claims.

10 81. Plaintiff, on behalf of himself and the proposed UCL Subclass requests the
11 violations of each defendant be enjoined, and other equitable relief provided, as this court
12 deems proper, including an order requiring Defendants to make tax contributions on the
13 accrued wages in the form of FICA, Social Security, Medicare, Unemployment Insurance
14 or other applicable payments. Defendant's conduct, business acts and practices
15 undermined competition and was done in order to avoid costs other lawful employers
16 comply with in order to avoid payment of full compensation, ages and statutory penalties
17 owed.

18 82. Plaintiff and the members of the proposed UCL Subclass request relief, as
19 described below, including restitution owed, in an amount according to proof, and for
20 reasonable costs of suit and reasonable attorney's fees as provided by the Labor Code and
21 the Code of Civil Procedure § 1021.5, or other applicable law.

22 PRAYER FOR RELIEF

23 WHEREFORE, Plaintiffs pray for judgment as follows:

24 For the First Cause of Action- Failure to Pay Overtime- Miscalculation of Rate:

- 25 1. For compensatory damages according to proof at trial;
- 26 2. For prejudgment interest, at the legal rate;
- 27 3. For penalties pursuant to Labor Code §§ 203, 510, 558;
- 28 4. For attorneys' fees;

5. For costs of suit incurred herein; and
6. For such other and further relief as the Court may deem appropriate.

For the Second Cause of Action- Failure to Pay Wages & Overtime due to Rounding:

1. For compensatory damages according to proof at trial;
2. For prejudgment interest, at the legal rate;
3. For penalties pursuant to Labor Code §§ 203, 510, 558;
4. For attorneys' fees;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court may deem appropriate.

For the Third Cause of Action- Failure to Pay Wages Timely Upon Termination:

1. For compensatory damages according to proof at trial;
2. For the wages of each Waiting Time Subclass Member at their regular daily rate up to a maximum of thirty (30) days;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees pursuant to Labor Code §§ 218.5 and 226, and any other applicable statute;
5. For all costs of suit herein incurred;
6. For an award of interest, including prejudgment interest, as provided by law and according to proof at trial; and
7. For such other relief, in law or in equity, as this Court deems just and proper.

For the Fourth Cause of Action- Failure to Provide Meal Periods:

8. For compensatory damages according to proof at trial;
9. For additional wages pursuant to Labor Code § 512, 226.7;
10. For penalties pursuant to Labor Code §§ 203 and 558;
11. For additional wages pursuant to Labor Code § 226.7;
12. For attorneys' fees;
13. For costs of suit incurred;
14. For prejudgment interest; and
15. For such other and further relief as the Court deems proper.

For the Fifth Cause of Action- Failure to Provide Rest Periods:

1. For compensatory damages according to proof at trial;
2. For additional wages pursuant to Labor Code § 226.7;
3. For penalties pursuant to Labor Code §§ 203 and 558;
4. For attorneys' fees;
5. For costs of suit incurred;
6. For prejudgment interest; and
7. For such other and further relief as the Court deems proper.

For the Sixth Cause of Action- Failure to Maintain Accurate Payroll Records:

1. For compensatory damages according to proof at trial;
2. For penalties pursuant to Labor Code §§ 226 and 1174;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and
6. For such other and further relief as the Court deems proper

For the Seventh Cause of Action- Unlawful Business Practices:

1. For a preliminary and permanent injunction requiring Defendants to (1) pay all owed wages; (2) adopt a lawful timekeeping practice; (3) provide meal and rest periods; and (4) provide and maintain appropriate payroll records;
2. For compensatory damages according to proof at trial;
3. For attorneys' fees;
4. For costs of suit incurred;
5. For prejudgment interest; and

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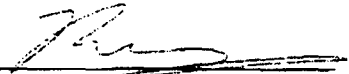
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6. For such other and further relief as the Court deems proper.

DATED: July 18, 2017

KOUL LAW FIRM

LAW OFFICES OF SAHAG MAJARIAN II


BY: Nazo Koulloukian, Esq.
Sahag Majarian II, Esq.
Attorneys for Plaintiff
JOSE TINOCO
and putative class members

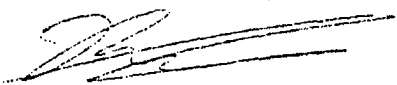
DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the full extent permitted by law.

DATED: July 18, 2017

KOUL LAW FIRM

LAW OFFICES OF SAHAG MAJARIAN II


BY: Nazo Koulloukian, Esq.
Sahag Majarian II, Esq.
Attorneys for Plaintiff
JOSE TINOCO
and putative class members

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Nazo Koulloukian, Esq. [SBN 263809] Koul Law Firm - 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010 Sahag Majarian, II, Esq. [SBN 146621] Law Offices of Sahag Majarian, II - 18250 Ventura Blvd., Tarzana, CA 91356 TELEPHONE NO.: (213) 761-5484 FAX NO.: ATTORNEY FOR (Name): Plaintiff and the Proposed Classes		FOR COURT USE ONLY UNCONFIRMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles JUL 19 2017 Showri R. Carter, Executive Officer/Clerk By: Donnetta Robinson, Deputy BC 669091
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central - Stanley Mosk Courthouse		
CASE NAME: Jose Tinoco v. Hajoca Corporation, et al.		CASE NUMBER:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Seven (7)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 18, 2017
 Nazo Koulloukian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (08)	Antitrust/Trade Regulation (03)
Uninsured Motorist (48) (<i>If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease	Construction Defect (10)
	Contract (<i>not unlawful detainer or wrongful eviction</i>)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller	Securities Litigation (28)
	Plaintiff (<i>not fraud or negligence</i>)	Environmental/Toxic Tort (30)
	Negligent Breach of Contract/Warranty	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Other PUPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Enforcement of Judgment
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Abstract of Judgment (Out of County)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Confession of Judgment (<i>non-domestic relations</i>)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Insurance Coverage (<i>not provisionally complex</i>) (18)	Sister State Judgment
Medical Malpractice (45)	Auto Subrogation	Administrative Agency Award (<i>not unpaid taxes</i>)
Medical Malpractice—Physicians & Surgeons	Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Professional Health Care Malpractice	Other Contract (37)	Other Enforcement of Judgment Case
Other PUPD/WD (23)	Contractual Fraud	Miscellaneous Civil Complaint
Premises Liability (e.g., slip and fall)	Other Contract Dispute	RICO (27)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Other Complaint (<i>not specified above</i>) (42)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Declaratory Relief Only
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Injunctive Relief Only (<i>non-harassment</i>)
Other PUPD/WD	Other Real Property (e.g., quiet title) (26)	Mechanics Lien
Non-PUPD/WD (Other) Tort	Writ of Possession of Real Property	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Civil Complaint (<i>non-tort/non-complex</i>)
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Quiet Title	Miscellaneous Civil Petition
Defamation (e.g., slander, libel) (13)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Partnership and Corporate Governance (21)
Fraud (16)	Unlawful Detainer	Other Petition (<i>not specified above</i>) (43)
Intellectual Property (19)	Commercial (31)	Civil Harassment
Professional Negligence (25)	Residential (32)	Workplace Violence
Legal Malpractice	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Elder/Dependent Adult Abuse
Other Professional Malpractice (<i>not medical or legal</i>)	Judicial Review	Election Contest
Other Non-PUPD/WD Tort (35)	Asset Forfeiture (05)	Petition for Name Change
Employment	Petition Re: Arbitration Award (11)	Petition for Relief From Late Claim
Wrongful Termination (36)	Writ of Mandate (02)	Other Civil Petition
Other Employment (15)	Writ—Administrative Mandamus	
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SHORT TITLE: Jose Tinoco v. Hajoca Corporation, et al.	CASE NUMBER: BC 659 31
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Jose Tinoco v. Hajoca Corporation, et al.	CASE NUMBER:
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	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5
<input type="checkbox"/> A6031 Tortious Interference		1, 2, 3, 5	
<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)		1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> A6032 Quiet Title	2, 6
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Jose Tinoco v. Hajoca Corporation, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE Jcse Tinoco v. Hajoca Corporation, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 		
CITY:	STATE	ZIP CODE			

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: July 18, 2017


 (SIGNATURE OF ATTORNEY FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES**

Case Number

BC 669097**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3 (c)).

ASSIGNED JUDGE	DEPT.	ROOM
<input checked="" type="checkbox"/> Judge Elihu M. Berle	323	1707
<input type="checkbox"/> Judge William F. Highberger	322	1702
<input type="checkbox"/> Judge John Shepard Wiley, Jr.	311	1408
<input type="checkbox"/> Judge Kenneth Freeman	310	1412
<input type="checkbox"/> Judge Ann Jones	308	1415
<input type="checkbox"/> Judge Maren E. Nelson	307	1402
<input type="checkbox"/> Judge Carolyn B. Kuhl	309	1409

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

Given to the Plaintiff/Cross Complainant/Attorney of Record on _____ SHERRI R. CARTER, Executive Officer/Clerk

BY _____, Deputy Clerk

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER:
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
- 4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 - 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 - 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 - 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's Fee Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995